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DYNETIX DESIGN SOLUTIONS, INC

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17  
18 DYNETIX DESIGN SOLUTIONS, INC.,

19 Plaintiff,

20 v.

21 AXIOM DESIGN AUTOMATION, INC.,

22 Defendant.

Case No. C-06-02787-CRB

**STIPULATION AND ~~PROPOSED~~  
ORDER CONTINUING DEADLINE TO  
FILE AMENDED PLEADINGS**

Date of Filing: April 24, 2006

Trial Date: None set

1           **WHEREAS**, Plaintiff Dynetix Design Solutions, Inc. (“Dynetix”) filed a Complaint for  
2 Patent Infringement on or about April 24, 2006, against Defendant AXIOM Design Automation,  
3 Inc. (“AXIOM”);

4           **WHEREAS**, Plaintiff served Defendant with the Complaint on or about August 11, 2006;

5           **WHEREAS**, Defendant filed an Answer and Counterclaims on or about August 31, 2006;

6           **WHEREAS**, the parties have agreed to mediate the dispute and mediation is scheduled  
7 for October 24, 2006;

8           **WHEREAS**, AXIOM intends to file amended counterclaims adding additional parties and  
9 claims relating to events that occurred after its original counterclaims were filed;

10          **WHEREAS**, Dynetix anticipates filing an amended complaint naming additional parties;

11          **WHEREAS**, the deadline to file amended pleadings naming additional parties is currently  
12 set for October 5, 2006;

13          **WHEREAS**, the parties agree that mediation and settlement discussions would be  
14 facilitated by AXIOM and Dynetix waiting until after mediation to file their amended  
15 counterclaims and complaint, respectively;

16          **WHEREAS**, in the event that the parties are unable to resolve this dispute through  
17 mediation, the parties agree to stipulate to leave of court for each opposing party to file their  
18 respective amended counterclaims and complaint after mediation;

19          **WHEREAS**, the parties agree to extend the deadline until November 1, 2006 to file their  
20 respective amended counterclaims and complaint naming additional parties and adding additional  
21 claims, if any;

22          **IT IS HEREBY STIPULATED AND AGREED** by and between the parties, through  
23 their respective attorneys of record, as follows:

24               1. The deadline to file amended pleadings naming additional parties shall be  
25 continued from October 5, 2006 to November 1, 2006;

26               2. In the event that mediation is not successful, Dynetix shall stipulate to leave of  
27 court for AXIOM to file amended counterclaims naming additional parties and adding claims;

28               3. In the event that mediation is not successful, AXIOM shall stipulate to leave of

1 court for Dynetix to file an amended complaint naming additional parties.

2 **IT IS SO STIPULATED.**

3 FENWICK & WEST LLP

4  
5 Date: October 5, 2006

By: /s/ Bryan A. Kohm

Bryan A. Kohm

7 ATTORNEYS FOR DEFENDANT  
8 AXIOM DESIGN AUTOMATION, INC.

9  
10 SCHEIN & CAI LLP

11 Date: October 5, 2006

By: /s/ James Cai

James Cai

13 ATTORNEYS FOR PLAINTIFF  
14 DYNETIX DESIGN SOLUTIONS, INC.

15 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

16 Dated: October 06 2006

17 By: \_\_\_\_\_  
18 The Honorable Judge Charles R. Breyer

